

**BOA GENERAL REVIEW COVERSHEET****CASE:** C15-2021-0075**BOA DATE:** July 12<sup>th</sup>, 2021**ADDRESS:** 813 Park Blvd**COUNCIL DISTRICT:** 9**OWNER:** Chris Oakland**AGENT:** Tere O'Connell**ZONING:** SF-3-CO-NP (Hancock NP)**LEGAL DESCRIPTION:** LOT 34 BLK 23 OLT 14 DIV C PERRY ESTATE**VARIANCE REQUEST:** a) from 1,100 total square feet (maximum allowed) to 1,150 square feet (requested) and b) from 550 square feet on the second story (maximum allowed), to 575 square feet (requested)**SUMMARY:** remodel an existing Accessory Structure**ISSUES:** historically & architecturally tied to the style and character of the historic house

|              | <b>ZONING</b> | <b>LAND USES</b>               |
|--------------|---------------|--------------------------------|
| <i>Site</i>  | SF-3-CO-NP    | Single-Family residential      |
| <i>North</i> | SF-3-CO-NP    | Single-Family residential      |
| <i>South</i> | GR-MU-CO-NP   | Community Commercial-Mixed Use |
| <i>East</i>  | CS-1-CO-NP    | Commercial Liquor Sales        |
| <i>West</i>  | SF-3-CO-NP    | Single-Family residential      |

**NEIGHBORHOOD ORGANIZATIONS:**

Austin Independent School District

Austin Lost and Found Pets

Austin Neighborhoods Council

CANPAC (Central Austin Neigh Plan Area Committee)

Central Austin Community Development Corporation

Central Austin Urbanists

Friends of Austin Neighborhoods

Hancock Neighborhood Assn.

Homeless Neighborhood Association

Neighborhood Empowerment Foundation

North Austin Neighborhood Alliance

Preservation Austin

SELTexas

Sierra Club, Austin Regional Group

D-11/2



-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

**NOTIFICATIONS**

CASE#: C15-2021-0075  
 LOCATION: 813 PARK BLVD.



1" = 292'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



# Board of Adjustment General/Parking Variance Application

DevelopmentATX.com | Phone: 311 (or 512-974-2000 outside Austin)  
For submittal and fee information, see [austintexas.gov/digitaldevelopment](http://austintexas.gov/digitaldevelopment)

**WARNING: Filing of this appeal stops all affected construction activity.**

This application is a fillable PDF that can be completed electronically. To ensure your information is saved, [click here to Save](#) the form to your computer, then open your copy and continue.

The Tab key may be used to navigate to each field; Shift + Tab moves to the previous field. The Enter key activates links, emails, and buttons. Use the Up & Down Arrow keys to scroll through drop-down lists and check boxes, and hit Enter to make a selection.

The application must be complete and accurate prior to submittal. ***If more space is required, please complete Section 6 as needed.*** All information is required (if applicable).

### For Office Use Only

|              |             |             |
|--------------|-------------|-------------|
| Case # _____ | ROW # _____ | Tax # _____ |
|--------------|-------------|-------------|

### Section 1: Applicant Statement

Street Address: \_\_\_\_\_

Subdivision Legal Description:  
\_\_\_\_\_  
\_\_\_\_\_

Lot(s): \_\_\_\_\_ Block(s): \_\_\_\_\_

Outlot: \_\_\_\_\_ Division: \_\_\_\_\_

Zoning District: \_\_\_\_\_

I/We \_\_\_\_\_ on behalf of myself/ourselves as authorized agent for \_\_\_\_\_ affirm that on Month , Day , Year , hereby apply for a hearing before the Board of Adjustment for consideration to (select appropriate option below):

- Erect    Attach    Complete    Remodel    Maintain    Other: \_\_\_\_\_

Type of Structure: \_\_\_\_\_

Portion of the City of Austin Land Development Code applicant is seeking a variance from:

Four horizontal blue lines for text entry.

**Section 2: Variance Findings**

The Board must determine the existence of, sufficiency of, and weight of evidence supporting the findings described below. Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional supporting documents.

**NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.**

I contend that my entitlement to the requested variance is based on the following findings:

**Reasonable Use**

The zoning regulations applicable to the property do not allow for a reasonable use because:

Seven horizontal blue lines for text entry.

**Hardship**

a) The hardship for which the variance is requested is unique to the property in that:

Five horizontal blue lines for text entry.

b) The hardship is not general to the area in which the property is located because:

Five horizontal blue lines for text entry.

**Area Character**

The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

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**Parking** (additional criteria for parking variances only)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed in the City of Austin Land Development Code Chapter 25-6, Appendix A with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

- 1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonably require strict or literal interpretation and enforcement of the specific regulation because:

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- 2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

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- 3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

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- 4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

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**Section 3: Applicant Certificate**

I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Applicant Signature: Tere O'Connell Date: 06/10/2021

Applicant Name (typed or printed): Tere O'Connell, AIA, O'Connell Architecture, LLC

Applicant Mailing Address: 3908 Ave. B, Room 309

City: Austin State: TX Zip: 78751

Phone (will be public information): (512) 751-1374

Email (optional – will be public information): [REDACTED]

**Section 4: Owner Certificate**

I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Owner Signature: Chris Oakland Date: 06/10/2021

Owner Name (typed or printed): Chris Oakland, XINESI Holdings, LLC

Owner Mailing Address: P.O. Box 6222

City: Austin State: TX Zip: 78762

Phone (will be public information): (646) 247-0666

Email (optional – will be public information): [REDACTED]

**Section 5: Agent Information**

Agent Name: \_\_\_\_\_

Agent Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (will be public information): \_\_\_\_\_

Email (optional – will be public information): \_\_\_\_\_

**Section 6: Additional Space (if applicable)**

Please use the space below to provide additional information as needed. To ensure the information is referenced to the proper item, include the Section and Field names as well (continued on next page).

Section 1: (con't.) whichever is smaller and (b) 550 square feet on the second story. We propose to reuse the existing 2-story building a single secondary dwelling. The building has 575 SF per floor, totaling 1,150 total square feet. The variance will allow reuse of the existing building in its entirety as one dwelling unit.



From: Johnson, Tyler T [REDACTED]  
Subject: RE: 813 Park Blvd. - BOA Application

D-11/8 TJ

Date: June 16, 2021 at 10:12 AM

To: [REDACTED]

Cc: [REDACTED]

Hi Lori,

Yes, I just spoke with Elaine regarding this. Since there is a Unified Development Agreement that has joined the property with the proposed improvements (813 Park Boulevard) to 811 Park Boulevard and the Perry Estate parcel, the setbacks are a non-issue since that whole tract of land, described in the UDA, is considered one property for development purposes.

Regards,

**Tyler Johnson**

Plans Examiner B, Residential Plan Review  
City of Austin Development Services Department  
6310 Wilhelmina Delco Dr, Austin, Texas 78752  
Office: 512-974-1664



Please contact my direct supervisor with any kudos or concerns at [Eric.Thomas@austintexas.gov](mailto:Eric.Thomas@austintexas.gov)

**PER CITY ORDINANCE:** All individuals scheduling or accepting a meeting invitation with a City Official are requested to provide responses to the questions at the following link: [DSD Visitor Log](#).

Please note that all information provided is subject to public disclosure via DSD's open data portal. For more information please visit: [City of Austin Ordinance 2016-0922-005](#) | [City Clerk's website](#) | [City Clerk's FAQ's](#)

**From:** Lori MarOn [REDACTED]  
**Sent:** Wednesday, June 16, 2021 9:57 AM  
**To:** Johnson, Tyler [REDACTED]  
**Cc:** Tere O'Connell [REDACTED]  
**Subject:** Re: 813 Park Blvd. - BOA ApplicaOon

Hi Tyler,

We have submitted our application for the BOA variance from Section 25-2-774 5(C) (a) and (b) regarding square footage of the second dwelling unit. Elaine Ramirez, BOA Liaison, has contacted us with some questions and needs clarification from the City on the rear and side setback requirements of the building. We understand that the UDA eliminates the fire rating requirements as discussed in our correspondence dated June 8. Can you verify that the UDA and corresponding site plan relieves us of any general setback requirements for this project? I need to provide this information to her in writing to include in our packet for the board's review. I appreciate your assistance.

Lori

Lori Martin, MSHP  
Architectural Historian  
**O'Connell Architecture, LLC**  
3908 Avenue B, #309 • Austin • Texas • 78751 • 512.423.6841

On Jun 8, 2021, at 9:24 AM, Johnson, Tyler [REDACTED]  
wrote:

Hi Tere,

Given that this property has been joined together for development purposes with a Commercial Use (i.e. the Perry Estate), the site is viewed as a Commercial property which is why the Site Plan process through the Development Assistance Center is required. You will need to reach out to the Development Assistance Center for further information about that process, as the comments I issued as part of this review were under the presumption that 813 Park Boulevard was viewed as its own individual property. Please see my attached email from February 25<sup>th</sup> for further guidance.

Regards,

**Tyler Johnson**

*Plans Examiner B, Residential Plan Review*  
City of Austin Development Services Department

6310 Wilhelmina Delco Dr, Austin, Texas 78752

**Office:** 512-974-1664

<image001.png>

**Please contact my direct supervisor with any kudos or concerns at [REDACTED]**

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4100 RED RIVER HOLDINGS LLC  
 CALLED 9.862 ACRES OF  
 OUTLOT NO. 14, DIVISION C,  
 GOV'T. TRACT ADJ. CITY OF AUSTIN  
 DOC. NO. 2016028032, T.C.O.P.R.

SECOND TRACT  
 CALLED 42.8' x 65' OF  
 OUTLOT NO. 14, DIVISION C,  
 GOV'T. TRACT ADJ.  
 CITY OF AUSTIN

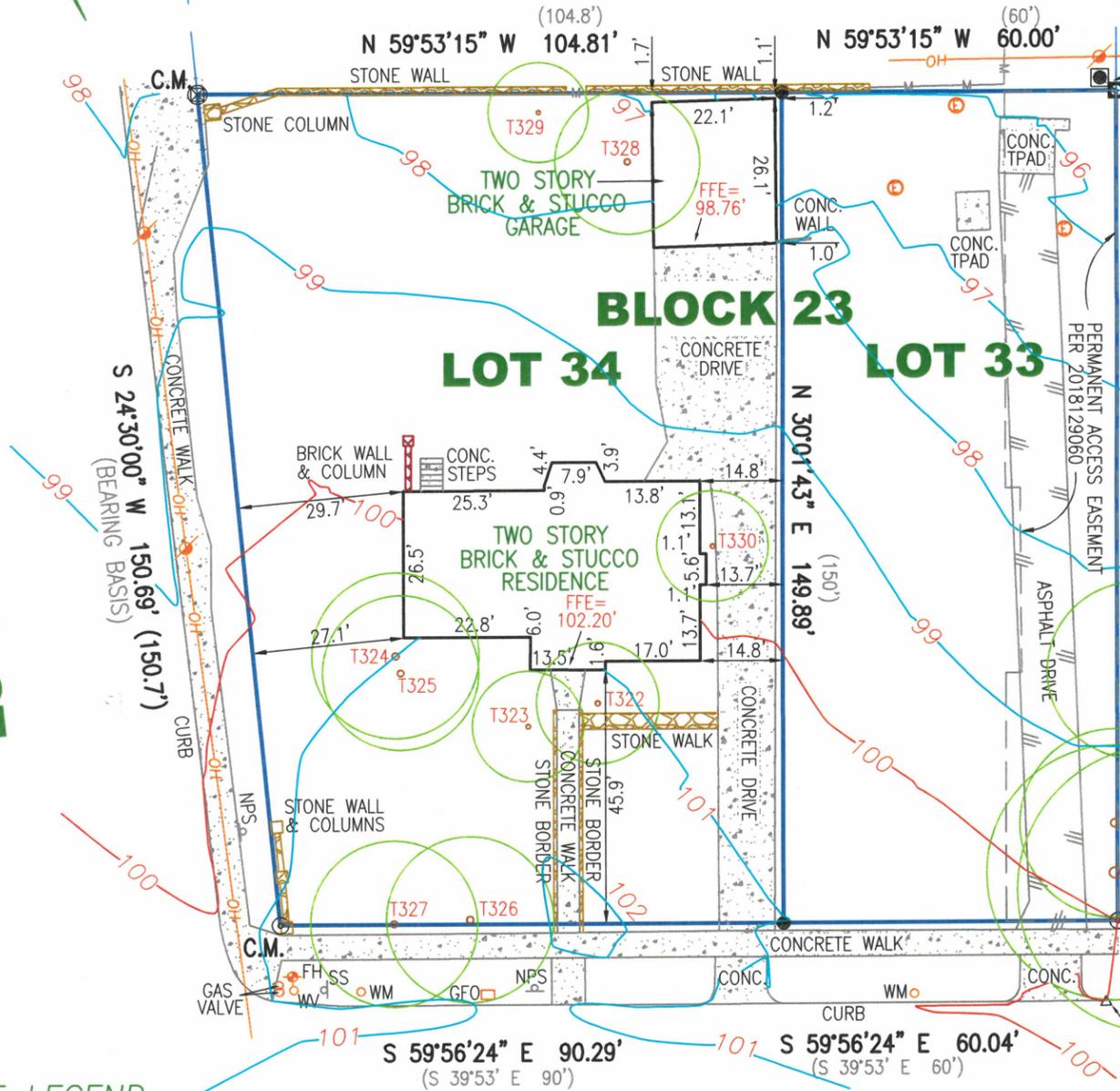
FROM A CAPPED 1/2" IRON REBAR SET AT THE LOT CORNER, A CAPPED 1/2" IRON REBAR FOUND BEARS: S 21°25'15" E 3.70'

MICHAEL DONALD KITLEY  
 DOC. NO. 2016163895,  
 T.C.O.P.R.

FIRST TRACT  
 CALLED  
 EAST 65' OF LOT 32

TEMPORARY BENCHMARK:  
 TRIANGLE CUT ON CURB  
 ASSUMED ELEVATION = 100.00'

**RED RIVER ST.**  
 (R.O.W. VARIES)



**TREE LEGEND**

| TAG NO. | TREE DESCRIPTION     |
|---------|----------------------|
| 322     | 11" M.S. CHINA BERRY |
| 323     | 10" CHINA BERRY      |
| 324     | 15" M.S. CHINA BERRY |
| 325     | 14" M.S. CHINA BERRY |
| 326     | 15" M.S. CHINA BERRY |
| 327     | 15" M.S. CHINA BERRY |
| 328     | 13" OAK              |
| 329     | 9" CHINA BERRY       |
| 330     | 10" M.S. ELM         |
| 331     | 26" OAK              |
| 332     | 23" OAK              |
| 333     | 17" OAK              |
| 334     | 16" MAGNOLIA         |

M.S.=MULTI-STEMMED

This tree location survey certifies the size and location of the trees depicted hereon. B&G Surveying, LLC, nor the undersigned, certify the Species/Genus of these trees. For exact Species/Genus contact a Certified Arborist.

**PARK BOULEVARD**  
 (60' R.O.W.)

NOTE: THE RECORDED PLAT INFORMATION FOR THESE LOTS DO NOT FORM A MATHEMATICAL CLOSURE.



**AS-BUILT, TOPOGRAPHIC & TREE SURVEY**

**LEGEND**

- 1/2" REBAR FOUND
- 1/2" CAPPED REBAR SET
- ⊙ 1/2" IRON PIPE FOUND
- ▲ 60d NAIL FOUND
- ⊠ CAPPED REBAR FOUND
- ⊗ "X" FOUND IN CONCRETE
- METAL FENCE
- ( ) PER PLAT
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- C.M. CONTROL MONUMENT
- R.O.W. RIGHT OF WAY
- WM WATER METER
- WV WATER VALVE
- GFO GOOGLE FIBER OPTICS RISER
- FH FIRE HYDRANT
- NPS "NO PARKING" SIGN
- SS "STOP" SIGN
- TPAD ELECTRIC TRANSFORMER PAD
- F.F.E. FINISHED FLOOR ELEVATION
- T.C.O.P.R. TRAVIS COUNTY OFFICIAL PUBLIC RECORDS
- OH OVERHEAD UTILITY LINE
- ⊕ POWER POLE
- ⊙ ELECTRIC MANHOLE

TO THE LIENHOLDER AND / OR PRESENT OWNERS OF THE PREMISES SURVEYED AND TO  
**INDEPENDENCE TITLE COMPANY**  
**TITLE RESOURCES GUARANTY COMPANY**

I DO HEREBY CERTIFY TO THOSE LISTED HEREON THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND, UNDER MY SUPERVISION, OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS PREPARED IN ACCORDANCE WITH THE TITLE COMMITMENT REFERENCED HEREON, AND THAT THERE ARE NO VISIBLE BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON. BUILDING DIMENSIONS ARE APPROXIMATE.



Notes:  
 1) Subject to restrictions and easement rights recorded in Doc. No. 2018099011, Official Public Records.  
 2) Lot 33 is subject to a blanket type Electric Distribution Utility Easement recorded in Doc. No. 2018129059, Official Public Records.

STREET ADDRESS: 811 & 813 PARK BOULEVARD CITY: AUSTIN COUNTY: TRAVIS STATE OF TEXAS  
 LOT: 33 & 34 BLOCK: 23 SUBDIVISION: PERRY ESTATES VOL/CAB 3 PG/SLD 152 PLAT RECORDS  
 REFERENCE NAME: CHRIS OAKLAND G.F. #: 194352-WLK

**B & G SURVEYING, LLC**  
 FIRM REGISTRATION NO. 100363-00  
 WWW.BANDGSURVEY.COM  
 1404 West North Loop Blvd.  
 Austin, Texas 78756 - Office 512\*458-6969

JOB #: B0707520\_TA  
 DATE: 07/23/2020  
 SCALE: 1" = 30'

|               |       |           |
|---------------|-------|-----------|
| FIELD WORK BY | CHRIS | 7/22/2020 |
| CALC'D BY     | CAP   | 7/22/2020 |
| DRAFTED BY    | CAP   | 7/23/2020 |
| CHECKED BY    | VG/ML | 7/23/2020 |

Chris Oakland  
XINESI Holdings, LLC  
P.O. Box 6222  
Austin, Texas 78762

Board of Adjustment  
301 W. 2<sup>nd</sup> Street  
Austin, TX 78701

RE: Variance Request for 813 Park Blvd.

Dear Members:

Please accept this letter requesting a variance in order to rehabilitate an existing two-story historic garage structure. Specifically, I am requesting a variance from the following sections of the Land Development Code:

- Section 25-2-774(C) (5) (a) which specifies that "The secondary dwelling unit may not exceed: 1,100 total square feet or a floor-to-area ratio of 0.15, whichever is smaller; and
- Section 25-2-774(C) (5) (b) which specifies that "The secondary dwelling unit may not exceed: 550 square feet on the second story, if any.

The existing building floor areas exceed the allowable area for new construction of a secondary dwelling by 25 SF per floor. The overage is existing, unavoidable, and very modest in size.

The property is at the intersection of Red River and Park Blvd adjacent to the Commodore Perry Hotel to the south and Hancock Shopping Center to the east. The neighborhood is characterized by small cottages as well as nearby bustling hospitality and retail activity.

The residence and accompanying garage were built in 1929 for Austin mayor Tom Miller and was later owned and occupied by Emma Long, Austin's first female councilwoman. They are historically and architecturally linked together, and they are significant to the history of Austin.

This variance would allow the garage building to be used as a second dwelling unit. Rehabilitation of this long-vacant structure will provide new housing, a key component of the city's long term development plans. This request does not impede restrictions on impervious cover, building height or proximity between the garage and the main house. The footprint and massing of both buildings will remain unchanged.

Strict enforcement of this provision at this address would impose a standard that is harsher than that enjoyed by other similarly situated properties hoping to add a secondary dwelling unit through new construction. The resources required to demolish this building and rebuild a structure complying to the 1,100 SF limit seems wasteful and untenable. Removing 25 square feet from each level of the 2-story garage is impractical and impossible without inflicting damage on the historic integrity of the building.

SF-3 zoned properties are allowed to have a second dwelling unit under the LDC requirements. Instead of building a new structure, we would like to reuse the first and second floor of this existing building instead of constructing new. The structures were legal at the time of construction and no changes are being made to the footprint of either structure. The first floor of the building is suited for conversion to living space, maintaining the exterior garage doors on the street facing side of the building.

Thank you for your consideration of this application.

Sincerely,



Chris Oakland, Owner  
XINESI Holdings, LLC

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**UNIFIED DEVELOPMENT RESTRICTIVE COVENANT**

This Unified Development Restrictive Covenant for The Perry Estate, (the "Restrictive Covenant"), is executed this 7<sup>th</sup> of June, 2018, by 4100 Red River Holdings, LLC, a Texas Limited Liability Company and 811-813 Park, LLC, a Texas limited liability company (collectively "Declarant") and is as follows:

**RECITALS**

A. Declarant, 4100 Red River Holdings, LLC, is the owner of land, more particularly described as 9.852 acres out of the Government Outlot 14 Division C in Travis County, Texas, according to the deed recorded in Volume 12343, Page 112, of the Travis County Deed Records on December 28, 1994, and which received legal lot determination status in City of Austin Case Number C8-I-2010-0144, attached as **"Exhibit A"** ("Tract One")

Declarant, 811-813 Park, LLC is the owner of land, more particularly described as Lot 33 Block 23 OLT 14 Division C of the Perry Estate Subdivision according to the plat recorded as Volume 3, Page 152 of the Plat Records of Travis County, Texas ("Tract Two") and Lot 34, Block 23 OLT 14 Division C of the Perry Estate Subdivision according to the plat recorded as Volume 3, Page 152 of the Plat Records of Travis County, Texas ("Tract Three").

Tract One, Tract Two and Tract Three are herein referenced collectively as the "Property" or individually as a "Tract".

B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

*emd*

NOW, THEREFORE, Declarant declare that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

**SPECIFIC AGREEMENTS AND RESTRICTIONS:**

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. Unified Development. For purposes of site plan review, modification, or approval by the City of Austin, the Property will be constructed as a unified development/single site. Any proposed modifications to the Property or any portion of any Tract will be construed as a modification to a single site, requiring review of the Property in accordance with the provisions of the Land Development Code of the City of Austin. This section applies to, but is not limited to, the extent of impervious coverage, parking, and landscaping of the Property.
3. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.
4. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

*End*

5. General Provisions.

- A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 5. K., this Restrictive Covenant remains in effect in perpetuity.
- C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private

*emd*

carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.

J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.

K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin or successor department; (b) all of the Owners of the Property at the time of the modification, amendment, or termination, and (c) any mortgagees holding first lien security interests on any portion of the Property.

Executed to be effective on June 7, 2018.

**DECLARANT:**

**4100 Red River Holdings, LLC, a  
Texas limited liability company**

**By: 4100 Red River, LLC, a Texas  
limited liability company, its sole  
manager**

By: [Signature]  
Name: Clark E. Lyda  
Title: Manager

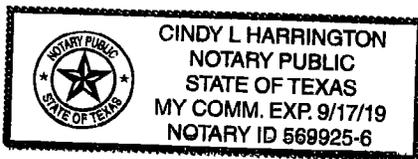
**STATE OF TEXAS**

**COUNTY OF TRAVIS**

Before me Cindy L Harrington Notary Public, on this day personally appeared Clark E. Lyda, Manager of 4100 Red River, LLC, a Texas limited liability company, the sole manager of 4100 Red River Holdings, LLC, a Texas limited liability company known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on June 7, 2018

[Signature]  
Notary Public, State of Texas



Unified Development Restrictive Covenant

**DECLARANT:**

**811-813 Park, LLC, a Texas limited liability company**

**By: 4100 Red River Holdings, LLC, a Texas limited liability company, its Manager**

**By: 4100 Red River, LLC, a Texas limited liability company, its sole Member**

By:



Name: **Clark E. Lyda**  
Title: **Manager**

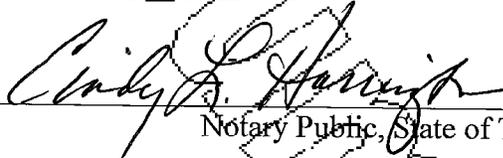
STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

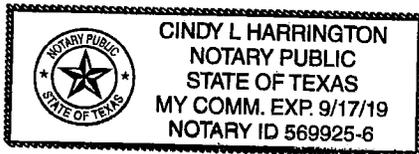
Before me, the undersigned notary, on this day personally appeared Clark E. Lyda, Manager of 4100 Red River, LLC, a Texas limited liability company, sole member of 4100 Red River Holdings, LLC, a Texas limited liability company, the Manager of 811-813 Park, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on June 7, 2018.

[Seal]



Notary Public, State of Texas



**APPROVED AS TO FORM:**  
CITY OF AUSTIN, TEXAS  
LAW DEPARTMENT

**REVIEWED:**  
CITY OF AUSTIN, TEXAS  
DEVELOPMENT SERVICES DEPARTMENT

By: *[Signature]*  
Name: *Brent D. Floyd*  
Title: Assistant City Attorney

By: *[Signature]*  
Name: *Leslie Daniel*  
Title: Engineer C

Unified Development Restrictive Covenant Document

**EXHIBIT A**



**Planning and Development Review  
Land Status Determination  
Legal Tract Platting Exception  
Certification**

**June 21, 2010**

File Number: **C81-2010-0144**

Address: **716 E 41ST ST**

Tax Parcel I.D. #: **0219080221**

Tax Map Date: **09/03/2003**

The Watershed Protection and Development Review Department has determined that the property described below and **as shown on the attached tax map:**

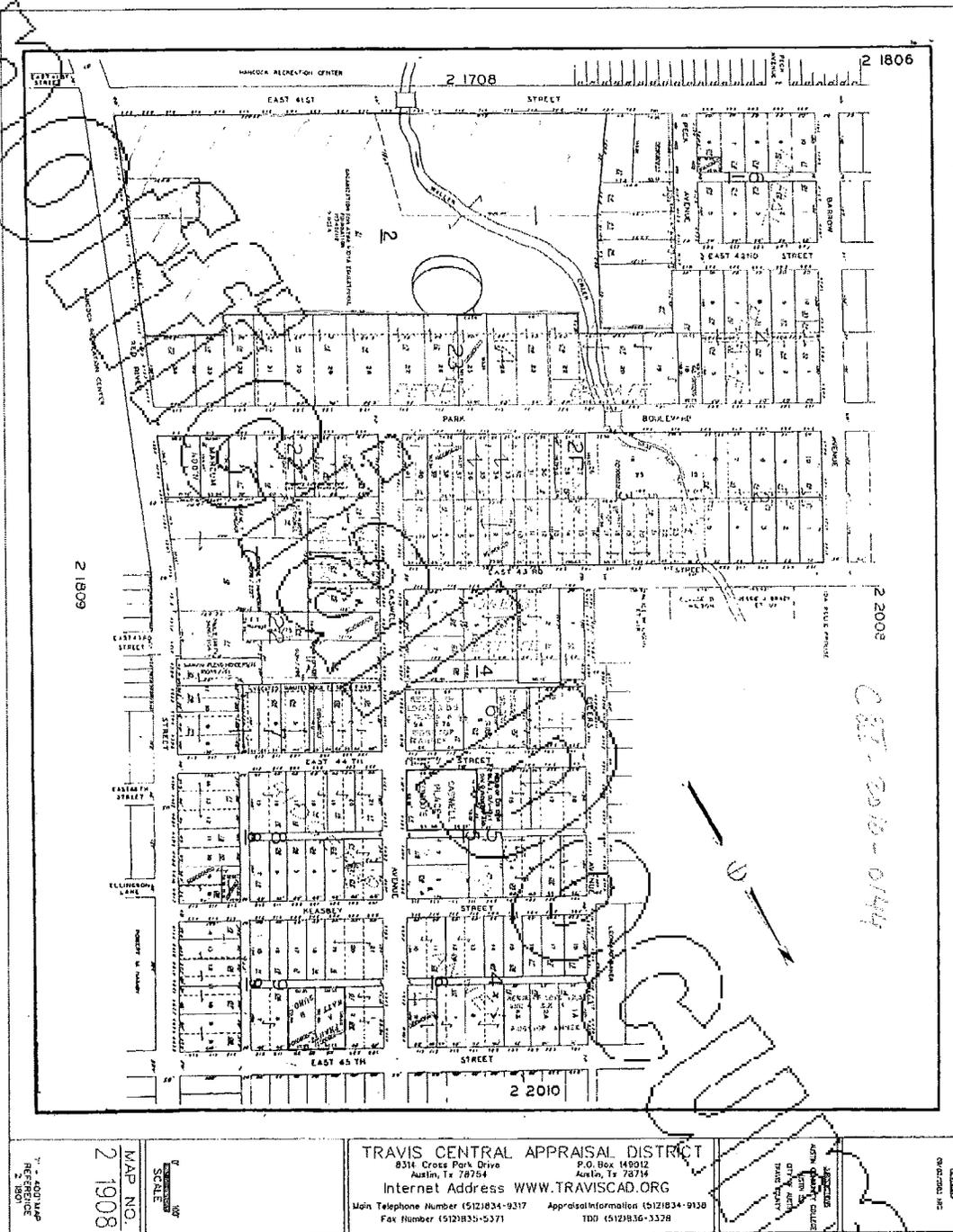
is over five acres consisting of **9.852 Acres out of Government Outlot 14 Division C in Travis County, Texas**, according to the deed recorded in **Volume 12343, Page 112**, of the Travis County Deed Records on **Dec 29, 1994**, and is **eligible to receive utility service**. The cost of water and/or wastewater service improvements, including easements, tap and impact fees, are the landowner's responsibility and expense, and must be accomplished according to the City of Austin Utility Design Criteria, Specifications and Procedures.

This determination of the status of the property is based on the five-acre subdivision exception provided in Texas Local Government Code, Section 212.004(a). Recognition hereby does not imply approval of any other portion of the Austin City Code or any other regulation.

By:   
**Daniel Word**, Representative of the Director  
**Planning and Development Review**

Map Attachment

*Unified Development Restrictive Covenant*



*lmd*

CONSENT BY LIEN HOLDER

**Date:** June 19<sup>th</sup> 2018

**Lien Holder:** Pioneer Bank, SSB

**Lien Holder Notice Address:** P.O. Box 300279, Austin, Texas 78703

**Liens:** Deed of Trust dated October 26, 2017, from Grantor to **Rex G. Baker, III**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$2,000,000.00**, payable to **Lien Holder**, of record in Document Number **2017172432**, of the Official Public Records of **Travis** County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

Assignment of Leases and Rents dated October 26, 2017, recorded under Document Number **2017172433**, Official Public Records of **Travis** County, Texas, executed by 4100 Red River Holdings, LLC to **Pioneer Bank, SSB** regardless of how created or evidenced.

**Grant Document:** The document to which this Consent by Lien Holder is attached, and consented to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or

the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**Pioneer Bank, SSB**

By: *Steven P. Bourland*  
Name: Steven P. Bourland  
Title: Senior Vice President

STATE OF TEXAS  
COUNTY OF HAYS

Before me, the undersigned notary, on this day personally appeared Steven P. Bourland, Senior Vice President of Pioneer Bank, SSB a state savings bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on June-19, 2018

[Seal]

*Cheri Farias*  
Notary Public, State of Texas



Unified Development Restrictive Covenant

CONSENT BY LIEN HOLDER

**Date:** June 7th 2018

**Lien Holder:** 811-813 Park, LLC, a Texas limited liability company

**Lien Holder Notice Address:** 221 W. 6<sup>th</sup> Street, Suite 2000, Austin, Texas 78701

**Liens:** Construction Loan Deed of Trust and Security Agreement dated March 26, 2018, from Grantor to **William D. Brown**, Trustee, securing the payment of one promissory note of even date in the original principal amount of **\$32,000,000.00**, payable to **Lien Holder**, of record in Document Number **2018044579**, of the Official Public Records of **Travis** County, Texas and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:** The document to which this Consent by Lien Holder is attached, and consented to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

*emd*

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

811-813 Park, LLC, a Texas limited liability company

By: 4100 Red River Holdings, LLC, a Texas limited liability company, its Manager

By: 4100 Red River, LLC, a Texas limited liability company, its sole Member

By: [Signature]  
Name: Clark E. Lyda  
Title: Manager

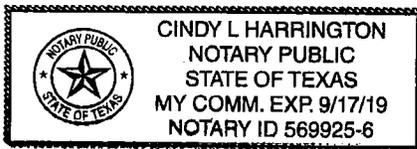
STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned notary, on this day personally appeared Clark E. Lyda, Manager of 4100 Red River, LLC, a Texas limited liability company, sole member of 4100 Red River Holdings, LLC, a Texas limited liability company, the Manager of 811-813 Park, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on June 7, 2018.

[Seal]

[Signature]  
Notary Public, State of Texas



*[Handwritten mark]*

**CONSENT BY LIEN HOLDER**

**Date:**

June 19<sup>th</sup> 2018

**Lien Holder:**

**Pioneer Bank, SSB**

**Lien Holder Notice Address:**

**P.O. Box 300279, Austin, Texas 78703**

**Liens:**

Vendor's Lien dated October 26, 2017, recorded under Document Number **2017172429**, of the Official Public Records of **Travis** County, Texas, executed by Marvin Floyd Henderson, individually and as Independent Co-Executor of the Estate of Laverne Henderson, deceased etal to 811-813 Park, LLC, securing the payment of one note of even date therewith in the sum of **\$2,000,000.00**, payable to **Pioneer Bank, SSB**, and additionally secured by Deed of Trust of even date therewith to **Rex G. Baker, III**, Trustee, recorded under Document Number **2017172430**, of the Official Public Records of **Travis** County, Texas. Assignment of Leases and Rents dated October 26, 2017, recorded under Document Number **2017172431**, Official Public Records of **Travis** County, Texas, executed by 811-813 Park, LLC to **Pioneer Bank, SSB** and all other liens against the Property held by Lien Holder regardless of how created or evidenced.

**Grant Document:**

attached, and consented to.

The document to which this Consent by Lien Holder is

**Property:**

The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or

*emd*

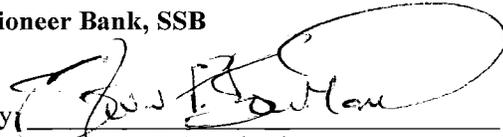
the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

- 4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

**Pioneer Bank, SSB**

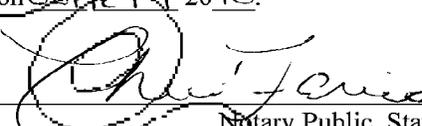
By:   
 Name: Steven P. Bourland  
 Title: Senior Vice President

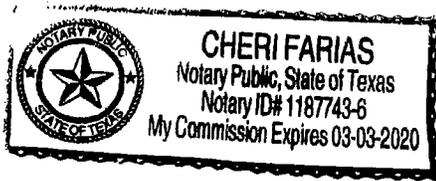
**STATE OF TEXAS  
COUNTY OF HAYS**

Before me, the undersigned notary, on this day personally appeared Steven P. Bourland, Senior Vice President of Pioneer Bank, SSB a state savings bank, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on June 19, 2016.

[Seal]

  
 Notary Public, State of Texas



**AFTER RECORDING, RETURN TO:**

City of Austin  
Development Services Department  
P.O. Box 1088  
Austin, Texas 78767  
Project Name: The Perry Estate  
Attn: Christine Barton-Holmes  
Case No. SR-2017-016101

*lmd*

Unofficial Document

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

June 25 2018 02:13 PM

FEE: \$ 90.00 2018099011